

Recording Requested By:

John Suppes
Clarum Corporation
P.O. Box 60088
Palo Alto, CA 94306



4180152

When Recorded, Mail To:

Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612

City Manager
City of East Palo Alto
2415 University Ave.
East Palo Alto, CA 94303

398/30

COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY

Clarum Corporation, 1200 Beech Street, East Palo Alto, CA 94303
APN 063-600-070

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 24 day of December, 2002 by Clarum Corporation ("Covenantor") who is the Owner of record of that certain property situated at 1200 Beech Street in the City of East Palo Alto, County of San Mateo, State of California, which is more particularly described in "Exhibit A" and is attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board, San Francisco Bay Region (the "Board") and the City of East Palo Alto (the "City"), with reference to the following facts:

A. Soil on a portion of the Burdened Property contains hazardous materials.

B. Contamination of the Burdened Property. Soil at the Burdened Property was contaminated by historic agricultural activities. These activities resulted in the accumulation of residual pesticides in soil, including primarily DDD, DDE and DDT (total DDT), as well as trace minor levels of several other pesticides, which constitute hazardous materials as that term is defined in Health & Safety Code Section 25260.

In order to address the residual pesticides in soil, a Revised Remedial Action Plan, dated June

6, 2002, was developed. The Remedial Action Plan called for the following measures: 1) Remove and dispose offsite any soil containing greater than 3 mg/kg total DDT; 2) Consolidate approximately 700 cubic yards of pesticide affected soil containing greater than 1 mg/kg (note: the residential cleanup standard used for the Burdened Property is 1 mg/kg total DDT) under the roadway and beneath utility corridors of the proposed development, hereinafter referred to as the "Area of Encapsulation" or "AOE" (see "Exhibit D", Figure of AOE); 3) Cover the impacted soil beneath the streets with a geotextile fabric as a marker, prior to installing utilities and clean fill; 4) Develop a Risk Management Plan (see "Exhibit B") to assure proper long-term management of the impacted soil beneath streets (long-term management will be the responsibility of the Shorebreeze III Owners Association); 5) Develop an appropriate fact sheet (see "Exhibit C") which explains in easily understandable terms the environmental conditions of the Burdened Property and associated responsibilities of the home-owners association to comply risk management activities; and, 6) Record an appropriate deed restriction on the Burdened Property to document the residual condition and effectively manage affected soil beneath streets.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in soil on the Burdened Property. Without the mitigation measures, which have been performed on the Burdened Property, exposure to these contaminants could potentially take place via in-place direct contact, wind dispersion, resulting in dermal contact, inhalation or ingestion. The risk of public exposure to the contaminants has been substantially lessened by the remediation and controls described herein.

D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property has been proposed for development into a single-family residential subdivision to be constructed by the Covenantor, consistent with the City's General Plan. Properties adjacent to the Burdened Property are also single-family residences. There is also a vacant lot immediately to the east of the Burdened Property.

E. Full and voluntary disclosure to the Board of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.

F. Covenantor desires and intends that in order to benefit the Board and City, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that may have been deposited on portions of the Burdened Property.

G. Management of Residual Pollution. In order to assure continued protection of human health and the environment, a Risk Management Plan has been prepared and is attached hereto and incorporated herein by this reference as "Exhibit B". A copy of this document must be maintained by the "Shorebreeze III Owners Association" and shall be consulted prior to and complied with during any disturbance to the cap or intrusion to the subsurface within the Area of Encapsulation". Once development has been completed, it shall be the responsibility of the "Shorebreeze III Owners Association" to comply with the Risk Management Plan, as appropriate.



H. Environmental Fact Sheet. An Environmental Fact Sheet has been prepared for the Burdened Property and is attached hereto and incorporated herein by this reference as "Exhibit C". Copies of the Fact Sheet shall be available from the Covenantor and the "Shorebreeze III Owners Association". Prospective purchasers of the Burdened Property must be made aware of the existence of the Environmental Fact Sheet and a copy provided to them prior to entering into any sales agreement. The seller is responsible for providing a copy of the Fact Sheet to prospective purchasers.

ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the Board, City and all Owners, the "Shorebreeze III Owners Association" and Occupants. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Board and City.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Board, City, Owners, the "Shorebreeze III Owners Association" and Occupants of the Burdened Property and that the interest of the Owners, the "Shorebreeze III Owners Association" and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors and assigns, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Board and City real property rights, which will run with the land, to facilitate the remediation of past environmental



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contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials and assure their proper handling should they need be disturbed.

ARTICLE II DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.

2.2 City. "City" shall mean the City of East Palo Alto.

2.3 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.4 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.5 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

2.6 Area of Encapsulation (AOE). The "Area of Encapsulation" shall include the area beneath both the streets and underground utilities of the Burdened Property where impacted soil is managed in-place. The "Area of Encapsulation" is separated from the clean soil in the underground utility zone by a geotextile fabric as a marker. The "Area of Encapsulation" is illustrated by "Exhibit D", which is attached hereto and incorporated herein by this reference.

2.7 Shorebreeze III Owners Association. The "Shorebreeze III Owners Association" will be comprised of all homeowners in the 1200 Beech Street subdivision.

ARTICLE III DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

a. Development of the Burdened Property shall be conducted in accordance with the Preliminary Development Plan for the Burdened Property approved by the City on May 7, 2002, pursuant to Ordinance No. 262 and any subsequent amendments thereto.

b. The "Area of Encapsulation" shall be restricted to use as roadway and utility easement only, as set forth in Preliminary Development Plan, as described above.



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c. No Owners, the "Shorebreeze III Owners Association" or Occupants of the Burdened Property or any portion thereof shall conduct any excavation work in "Area of Encapsulation" of the Burdened Property, unless work is conducted pursuant to procedures set forth in the Risk Management Plan. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed by Covenantor, the "Shorebreeze III Owners Association" or their agents in accordance with all applicable provisions of local, state and federal law;

d. All uses and development of the Burdened Property shall be consistent with the attached Risk Management Plan, which is hereby incorporated to and attached as "Exhibit B". All uses and development shall preserve the integrity of any cap, any remedial measures taken or remedial equipment installed on the Burdened Property pursuant to the requirements of the Board and City, unless otherwise expressly permitted in writing by the Board and City.

e. The "Shorebreeze III Owners Association" shall notify the Board and City of each of the following: (1) The type, cause, location of any intrusion or disturbance of the "Area of Encapsulation" and (2) the type and date of repair of such intrusion or disturbance. Notification to the Board and City shall be made by registered mail within ten (10) working days of both the discovery of such intrusion or disturbance and the completion of repairs;

f. The Covenantor agrees that the Board and/or the City, and/or any persons acting pursuant to Board or City, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.

g. No Owner or Occupant of the Burdened Property or the "Shorebreeze III Owners Association" shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Burdened Property. All use and development of the Burdened Property shall preserve the integrity of any capped areas.

3.2 Enforcement. Failure of an Owner, the "Shorebreeze III Owners Association" or an Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Board and/or City, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Board to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners shall execute a written instrument, which shall accompany all purchase agreements relating to the property. Any such instrument shall contain the following statement:



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NOTICE IN AGREEMENTS

"The underlying roads in this Shorebreeze III subdivision contains residual hazardous materials in soil and is subject to a Deed Restriction recorded in the Official Records of San Mateo County, which imposes certain covenants, conditions, and restrictions on usage of the property. In conjunction with and incorporated into the Deed Restriction as Exhibits "B" and "C" are a Risk Management Plan and Environmental Fact Sheet. The Risk Management Plan sets forth guidelines and procedures for managing the residual pollution on the property. It is the responsibility of the "Shorebreeze III Owners Association" to assure compliance with the Deed Restriction and Risk Management Plan. The Shorebreeze III Owners Association will be liable for any associated costs incurred. The Environmental Fact Sheet, which has been incorporated into the Deed Restriction as "Exhibit C", has been prepared in order to provide an understanding of the conditions on the property. Any owner selling any portion of the property in the Shorebreeze III subdivision must provide a copy of the Environmental Fact Sheet to all prospective purchasers of the property, prior to their committing to purchase any portion of the property. In addition, the prospective purchaser must be allowed adequate time to review the Environmental Fact Sheet, prior to committing to purchase. Should any buyer request copies of the Risk Management Plan or Deed Restriction; the seller must provide copies to the buyer in a timely manner. Copies of these documents are also available from the Covenantor or the "Shorebreeze III Owners Association". This statement is not a declaration that a hazard exists on this property."

ARTICLE IV VARIANCE AND TERMINATION

4.1 Variance. The "Shorebreeze III Owners Association" or any Owner of the Burdened Property or any portion thereof may apply to the Board and City for a written variance from the provisions of this Covenant. Any variance to the provisions of this Covenant must be agreed to by both the Board and City, before becoming effective.

4.2 Termination. The "Shorebreeze III Owners Association" or any Owner of the Burdened Property or a portion thereof may apply to the Board and City for a termination of the Restrictions as they apply to all or any portion of the Burdened Property. Termination of this Covenant must be agreed to by both the Board and City, before becoming effective.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.



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ARTICLE V
MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

If To: "Covenantor"
John Suppes
Clarum Corporation
P.O. Box 60088
Palo Alto, CA 94306

If To: "Board"
Regional Water Quality Control Board
San Francisco Bay Region
Attention: Executive Officer
1515 Clay Street, Suite 1400
Oakland, California 94612

If To: "City"
City of East Palo Alto
Attention: City Manager
2415 University Avenue
East Palo Alto, CA 94303

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of San Mateo within ten (10) days of the date of execution.



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5.6 References. All references to Code sections include successor provisions.

5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor: Clarum Corporation

By: _____

John Suppes, Vice President

Date: Dec. 24 - 2002

Agency: State of California Regional Water Quality Board, San Francisco Bay Region

By: _____

Loretta K. Barsamian, Executive Officer

Date: 12-19-02

Agency: City of East Palo Alto

By: _____

City Manager

Sandra Solano

Date: 1/23/03



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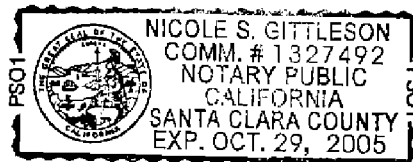
State of California]
County of Santa Clara]

On 12/24/02 before me, Nicole S. Gittleson a Notary Public in and for said state, personally appeared John Sugar personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand on official seal.

Signature

Nicole S. Gittleson (seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda } ss.

On 12/18/2002, before me, Howard Leong, Notary Public

Date

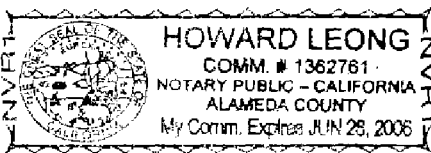
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared LORETTA K BARSAMIAN

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: CONVENT & ENVIRON. RESTRICTION

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



State of California]
County of Santa Clara]

On 1/27/03 before me, Nicole S. Gittleson a Notary Public in and for said state, personally appeared Sandra Soler personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand on official seal.

Signature

[Signature]

(seal)



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"EXHIBIT A"

LEGAL DESCRIPTION OF PROPERTY

BEGINNING at a point distant South 1° 23' 30" East 985.00 feet and North 88° 37' East 407.65 feet from the point of intersection of the centerline of Pulgas Avenue with the Northerly line of subdivision as shown on the Map entitled, "MAP OF FABER SUBDIVISION, SAN MATEO COUNTY, CAL.", which Map was filed in the Office of the Recorder of the County of San Mateo, State of California on October 23, 1921, in Book 8 of Maps at Page 31; thence from said point of beginning North 88° 37' East 387.65 feet; thence South 1° 23' 30" East 328.63 feet; thence South 88° 37' West 407.85 feet; thence North 1° 23' 30" West 154.31 feet, thence North 43° 36' 30" East 28.284 feet; thence North 1° 23' 30" West 154.32 feet to the point of beginning.

BEING Lots 31, 32 and portion of Lots 33 and 34, as shown on the unrecorded Map of Faber Subdivision No.2.

EXCEPTING THEREFROM that portion conveyed by Grant Deed to the County of San Mateo from Chow Hong Fook and Chow Hong M. Lin, his wife, dated March 2, 1973 and recorded April 3, 1973, in Book 6356, Page 450, Instrument No.19019-AG.

ALSO EXCEPTING THEREFROM the following described parcel commencing at the intersection of the centerline of Pulgas Avenue with the Northerly line of the Faber Subdivision, filed in Book 8 of the Maps at Page 31, Records of San Mateo County; thence along the centerline of Pulgas Avenue South 1° 23' 30" East 985.90 feet to the centerline of Beech Street; thence along the centerline of Beech Street North 88° 37' 00" East 795.30 feet; thence leaving said centerline South 1° 23' 30" East along the Southwesterly line of Lot 31 of the unrecorded Map of "MAP OF FABER SUBDIVISION NUMBER TWO", 25 feet to the true point of beginning, being also a point on the Northwesterly right of way line of Beech Street as conveyed to the County of San Mateo by that certain Grant Deed recorded in Volume 6356 at Pages 450, 451 and 453 on April 3 1973, instrument #19019AG; thence continuing along said Southwesterly line of Lot 31 South 1° 23' 30" East 100 feet; thence parallel with said Northwesterly right of way line, South 88° 27' 00" West 65 feet; thence North 1° 23' 30 West 100 feet; thence North 88° 27' 00" East 65 feet to the true pint of beginning.

A.P.N. 063 – 600 – 070



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EXHIBIT B
RISK MANAGEMENT PLAN



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RISK MANAGEMENT PLAN

**SHOREBREEZE III DEVELOPMENT
1200 BEECH STREET
EAST PALO ALTO, CALIFORNIA**

OCTOBER 29, 2002

ICES 2030

Prepared For:

Clarum Homes/Byldan Corporation
P. O. Box 60088
200 California Street, Suite A
Palo Alto, California 94306



Innovative & Creative Environmental Solutions

P.O. Box 99288 Emeryville CA 94662-9288
... (510) 652-3222 ...



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- A: CONTACT INFORMATION
- B: SAMPLING PROCEDURES



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LIST OF TABLES

NUMBER	TITLE
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2	Excavation Sample Results - Excavation Floor Samples



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LIST OF FIGURES

NUMBER	TITLE
1	Site Location
2	Area of Encapsulation
3	Confirmation Sample Locations





October 29, 2002

ICES 2030

RISK MANAGEMENT PLAN

**Shorebreeze III Development
1200 BEECH STREET
EAST PALO ALTO, CALIFORNIA**

1.0 INTRODUCTION

At the request of Clarum Homes/Byldan Corporation ("the Client"), Innovative and Creative Environmental Solutions (ICES) has prepared a Risk Management Plan (RMP) for the Shorebreeze III residential development located at 1200 Beech Street in East Palo Alto, California (the "Site"; Figure 1). The RMP presents baseline health and safety requirements for establishing and maintaining a safe working environment during the course of future subsurface construction activities within the "Area of Encapsulation" (AOE), where pesticide-impacted soil is being managed in-place. The AOE is located within the 30 foot right-of-way (ROW) of Shore Breeze Court at the southern portion of the Site (Figure 2).

The RMP has been developed in order to manage pesticide-impacted soil which has been encapsulated under a portion of the street, beneath the utility zone within the AOE. An orange geotextile fabric has been placed over the pesticide-impacted soil to act as a marker bed, separating the impacted soil from the clean fill in the utility zone above. As the pesticide-impacted soil has been placed beneath the utility zone, there should be no reason to encounter the pesticide-impacted soil during routine maintenance of the underground utility network, thereby minimizing active risk management activities. However, in the unlikely event that the pesticide-impacted soil is disturbed, it is the responsibility of the Shorebreeze III Owners Association to provide any contractors working within the pesticide-impacted soil in the AOE, a copy of this RMP for their review. It is also the responsibility of the Shorebreeze III Owners Association to bear all costs associated with long-term management of the pesticide-impacted soil and insure compliance with all requirements of the RMP and associated deed restriction.



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2.0 SITE DESCRIPTION

The approximately 2.6-acre Site is located west of Pulgas Avenue on the south side of Beech Street. The gently sloping Site consists of a rectangular parcel measuring approximately 395 feet long along Beech Street and 303 feet deep. A residential development known as "Shorebreeze III" is currently being constructed at the Site at the time of preparation of this document.

2.1 Background

A nursery operated at the Site from 1961 through 1985. A house with a detached garage which was formerly located at the northeastern portion of the Site was removed in the late 1990s. A preliminary site investigation was performed by Subsurface Consultants ("Subsurface") of Oakland, California in April 1992. Soil samples were collected from the shallow surficial soil at the Site and analyzed for organochlorine pesticides, polychlorinated biphenyls, organophosphorus pesticides, and lead. The results of the investigation indicated that p,p'-dichlorodiphenyl trichloroethane (DDT), and its degradation byproducts p,p'-dichlorodiphenyl dichloroethane (DDD) and p,p'-dichloroethylene (DDE) (herein collectively referred to as DD*) were the predominant contaminants. The presence of other detectable organochlorine compounds were sporadic and in low concentrations. Based on the laboratory analytical results of the soil samples that were collected by Subsurface, it appeared that pesticide-impacted soil was limited to the southeast corner of the Site.

A supplementary site investigation was performed by ICES in April 2001. The purpose of the supplementary site investigation was to characterize the import fill soil overlying the Site, and obtain supplementary characterization data and the vertical extent of the underlying pesticide-impacted soil. A total of seventeen soil samples were collected from nine test pit locations. Six soil samples were collected within the fill soil overlying the northern and central portions of the Site at a depth of approximately 36 to 48 inches below the top of fill stockpile. The remaining eleven soil samples were collected within the upper portion of the native soil at depths of approximately 9 inches and 18 inches below the sidewalk level.

Laboratory analytical results indicated that the soil samples collected within the fill soil overlying the northern and central portions of the Site contained non-detectable concentrations of



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DD*, with the exception of one soil sample. The detectable DD* concentration recorded for the single soil sample was below 0.4 mg/kg (the soil remedial cleanup goal [SRCG] that was approved and accepted by the California Regional Water Quality Control Board [RWQCB]). The DD* concentrations encountered in the soil samples collected within the native surficial soil were also below the SRCG. Additionally, the soil sample results also indicated that there were non-detectable levels of organophosphorous pesticides, carbamate pesticides, and chlorinated herbicides within the native surficial soil.

Based on the results of the supplementary site investigation and the April 1992 preliminary site investigation, it appeared that the fill soil overlying the northern and central portions of the Site contained pesticide concentrations that were below the SRCG; and pesticide-impacted soil containing DD* concentrations exceeding the SRCG was limited to the southeast corner of the Site.

Soil remedial activities were performed at the Site from September 10, 2002 through October 3, 2002. The remedial activities consisted of consolidating and encapsulating a total of approximately 560 cubic yards (cy) of pesticide-impacted soil from the southeastern portion of the Site. Confirmation soil samples were collected from the sidewalls and floor of the excavated area to document the adequate removal of the pesticide-impacted soil. The approximate sample locations are shown in Figure 3. Analysis of the final confirmation soil samples which were collected from the sidewalls and floor of the excavation indicated that DD* concentrations ranged from less than 0.001 to 0.010 mg/kg (not detected) to 0.087 mg/kg. Laboratory analytical results of the final confirmation sidewall and floor samples are presented in Tables 1 and 2.

The pesticide-impacted soil extended from the inverts of the utilities (approximately 3 to 3.5 feet below the base of the street subbase) to the bottom of the AOE. An orange geotextile fabric was placed at the top of the pesticide-impacted soil within the AOE to mark the limits of the pesticide-impacted soil. Loose lifts of "clean" soil were placed and compacted over the pesticide-impacted soil to the base of the street subbase. The pesticide-impacted soil will be permanently encapsulated with the overlying subbase and asphalt paving for Shore Breeze Court.

3.0 RISK MANAGEMENT PLAN

In the event future construction activities should occur in the



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pesticide-impacted soil within the AOE, all contractor/subcontractor personnel working within the AOE must read and understand the specifications of the Health and Safety Plan (HSP) dated September 9, 2002 and as may be amended or revised as well as this RMP. Any amendment or revision must be approved by RWQCB. A copy of the current HSP must be provided to contractors by the Shorebreeze III Owner's Association. The Shorebreeze III Owners Association is responsible for all risk management measures and compliance with this RMP. Should activities need to occur within the AOE, the City of East Palo Alto Public Works Department Planning Division (City) must be notified and proper permits obtained. While applying for any permit to disturb the AOE, the permit applicant must notify the City that the pesticide-impacted soil is present and provide a copy of the RMP with the permit application. It is the responsibility of the Shorebreeze III Owners Association to insure that this occurs.

The areas to be disturbed or excavated should also be moisture-conditioned. The work areas should be lightly sprinkled during excavation activities (if required) to minimize airborne dust. A water hose with a spray nozzle should be used for water application in areas where access is limited.

Dust control measures should be increased (more frequent wetting and sprinkling) during the movement of dry materials and/or observation of visible dust. Equipment speed at the Site should be reduced in the event wetting with water is not effective in minimizing airborne dust. The excavation activities at the Site should be temporarily halted in the event reduction of equipment speed and soil wetting are not effective in minimizing airborne dust.

Pesticide-impacted soil encountered during future construction activities within the AOE must be properly characterized following the sampling procedures presented in Appendix B. The pesticide-impacted soil may be returned to the AOE. In the event offsite disposal of the excavated pesticide-impacted soil is desired, composite samples should be collected and analyzed for organochlorine pesticides at the rate of approximately one composite sample per 1,000 cy of excavated pesticide-impacted soil as required by the appropriate disposal facility.

Pesticide-impacted soil excavated from the AOE and temporarily stockpiled should be placed on a polyethylene-lined pad and covered with polyethylene sheets. The excavated impacted soil should be loaded directly onto dump trucks from the excavation(s) or soil stockpile for transportation to the landfill. A waste manifest should be prepared for each truckload of pesticide-impacted soil. The wheels of the trucks should be brushed and the pesticide-



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impacted soil should be covered prior to the trucks exiting the Site. Temporary stockpiling of the pesticide-impacted soil within the Site shall not exceed 30 calendar days.

The excavation(s) should be backfilled and compacted with clean import fill. Additionally, the pesticide-impacted soil remaining within the AOE should be clearly marked with a geotextile fabric for future identification prior to backfilling activities.



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TABLE 1

EXCAVATION SAMPLE RESULTS
Excavation Sidewall Samples
1200 Beech Street
East Palo Alto, California

(concentrations expressed in mg/kg)

Sample ID	Depth (ft)	DDD	DDE	DDT	DD*
W-1	0.5	ND<0.010	ND<0.010	0.047	0.057
W-2B	0.5	ND<0.010	ND<0.010	ND<0.010	0.005
W-3A	0.5	ND<0.020	0.023	0.054	0.087
W-4	0.5	ND<0.010	ND<0.010	ND<0.010	0.005
W-5	0.5	ND<0.010	ND<0.010	ND<0.010	0.005

ND Not Detected

Notes:

1. The remaining organochlorine pesticides analyzed using EPA Method 8081B were below their respective detection limits.
- A. Dieldrin concentration in initial sample was at or above the U.S. EPA Region IX preliminary remediation goal (PRG) for residential development of 0.03 mg/kg. Additional soil was excavated and wall area was resampled.
- B. Dieldrin concentration in second sample was at or above the residential PRG. Additional soil was excavated and wall area was resampled.



TABLE 2

EXCAVATION SAMPLE RESULTS
Excavation Floor Samples
1200 Beech Street
East Palo Alto, California

(concentrations expressed in mg/kg)

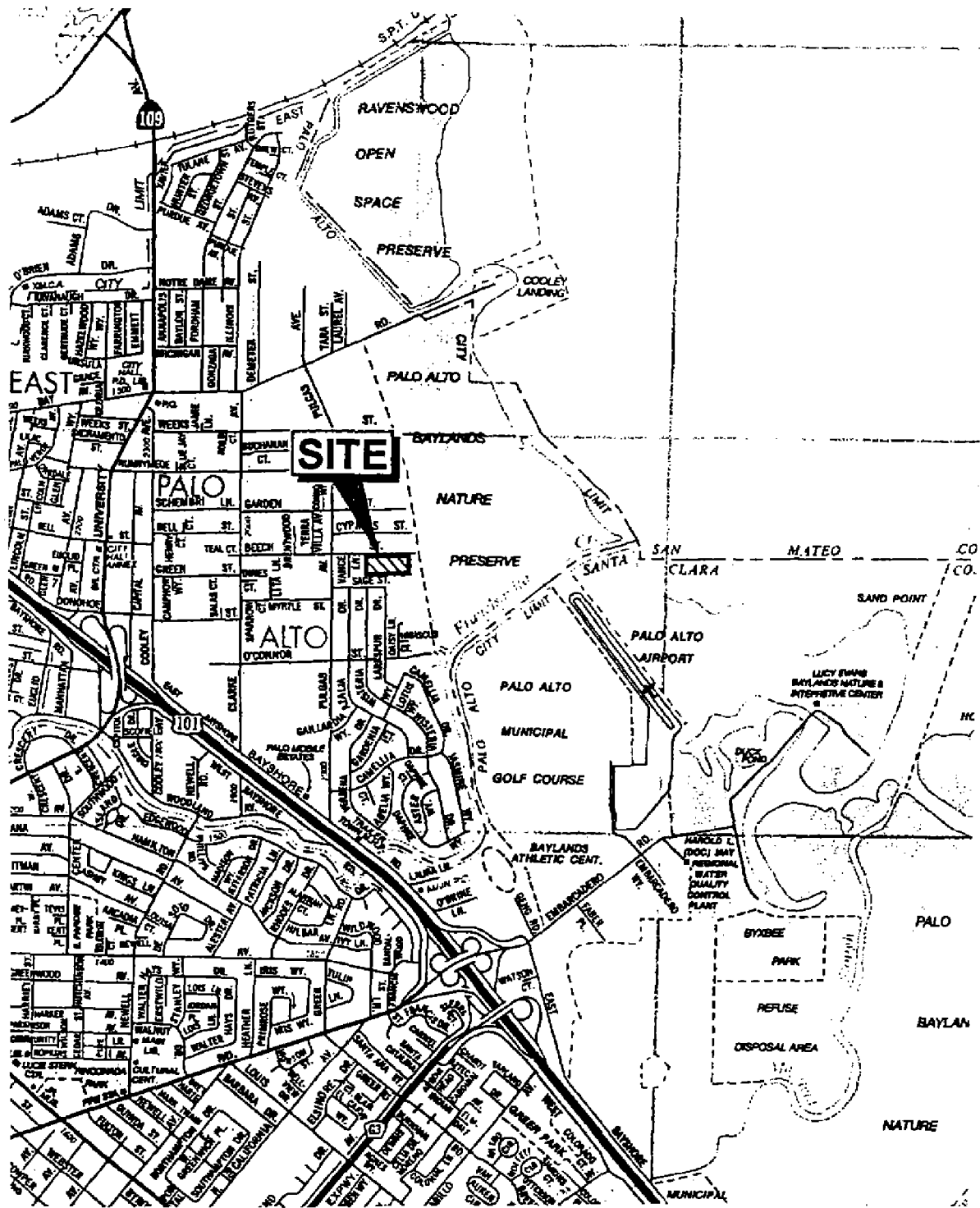
Sample ID	Depth (ft)	DDD	DDE	DDT	DD*
F-1A	1.5	ND<0.010	ND<0.010	ND<0.010	0.005
F-2A	1.5	ND<0.001	ND<0.001	ND<0.001	0.0005
F-3A	1.5	ND<0.010	ND<0.010	ND<0.010	0.005
F-4A	1.5	ND<0.001	ND<0.001	ND<0.001	0.0005

ND Not Detected

Notes:

1. The remaining organochlorine pesticides analyzed using EPA Method 8081B were below their respective detection limits.
- A. DD* concentration in initial sample was at or above SRCG. Additional soil was excavated and floor area was resampled.





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MAP SOURCE:
CSAA

Scale: 1" = ± 1200'

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SITE LOCATION

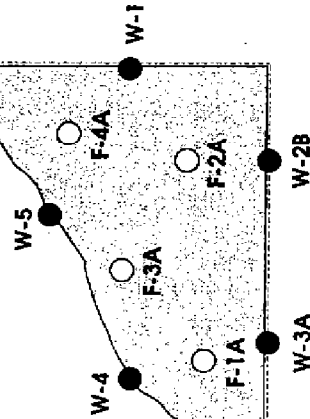
1200 Beech Street, East Palo Alto, California

Figure 1

Project 2030

Approximate
Property Line

BEECH STREET



EXPLANATION:



Impacted
Area



Wall
Sample



Floor
Sample

W-1

F-4A

Scale: 1" = ± 75'

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Figure 3

Project 2030

CONFIRMATION SAMPLE LOCATIONS

1200 Beech Street, East Palo Alto, California



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APPENDIX A

CONTACT INFORMATION



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CONTACT INFORMATION

1. City of East Palo Alto
Public Works Department - Planning Division
2200 University Avenue
East Palo Alto, California
(650) 853-3119

2. California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612
(510) 622-2300





APPENDIX B

SAMPLING PROCEDURES



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SAMPLING PROCEDURES

SHOREBREEZE III
1200 BEECH STREET
EAST PALO ALTO, CALIFORNIA

Soil sampling will be conducted to provide data to evaluate the extent of chemicals in the soil at the Site. Soil samples will be used for chemical analysis. The methodology used for this sampling purpose is discussed in the following sections.

Soil Sampling

Soil may be collected for chemical analysis by directly driving a sampler containing vinyl acetate tubing or precleaned brass or stainless steel tubes into the soil to assess surface/subsurface level conditions. The samples must completely fill the tubes to minimize headspace and consequent loss of volatile contaminants, if present. These tubes shall be lined with aluminum foil or Teflon, capped with air-tight plastic lids, and taped around the caps to prevent possible moisture and chemical loss. Disturbed soil samples will be collected in 250-ml jars with taped, airtight lids. Each jar will be completely filled with soil to minimize headspace and consequent loss of volatile contaminants, if present.

After being sealed and labeled, the soil samples will be maintained at a temperature of 4°C or lower using blue ice or regular crushed ice during delivery to the laboratory and prior to analysis by the laboratory. Samples will be analyzed at the laboratory within specific holding times.

Documentation

- o The following information will be entered on the sample collection data form at the time of sampling:
 - project name and number
 - sampler's name
 - time and date of sampling
 - sampling location
 - sampling method
 - sample number



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- sample condition (disturbed/undisturbed)
- laboratory analyses requested

Each sample will be packaged and transported appropriately, as described in the following protocol.

- o Collect samples in appropriately-sized and prepared containers
- o Properly seal and package sample containers.
- o Fill out field sample log and COC and analyses request forms.
- o Separate and place samples into coolers according to laboratory destination. Samples will be packaged so that the potential for shipping damage is minimized.
- o Chill samples to approximately 4°C. Blue ice or regular crushed ice used in the coolers will be sealed in a plastic bag other than the one in which it was purchased.
- o Seal a copy of the COC form inside a zip-lock bag. Use strapping tape to hold the packet on the inside of the cooler.
- o Seal cooler with several strips of strapping tape.

DECONTAMINATION PROCEDURES

Equipment Decontamination

All equipment used for collecting samples during this investigation which might come into contact with contaminated material will be properly decontaminated before and after each use, and before initial use at the Site. This will be accomplished through steam-cleaning and/or washing with Alconox (a laboratory-grade detergent) and rinsing with deionized, distilled, or fresh water. Decontamination procedures will allow for disposal of cleaning fluids in the manner described below.

Disposal Procedures

The cleaning fluids will be collected and placed into appropriate containers to be analyzed and disposed by a licensed recycling





facility. The non-hazardous waste, such as cardboard boxes, scrap paper, etc., will be disposed at a Class III landfill.

Sample Custody

In order to check and link each reported datum with its associated sample, sample custody and documentation procedures were established. Three separate, interlinking documentation and custody procedures--for field, office, and laboratory--can be described. The COC forms, which are central to these procedures, are attached to all samples and their associated data throughout the tracking process.

FIELD CUSTODY PROCEDURES

Field documentation will include sample labels, daily field activities logbook, and COC and analyses request forms. These documents will be filled out in indelible ink. Any corrections to the document will be made by drawing a line through the error and entering the correct value without obliterating the original entry. Persons correcting the original document will be expected to initial any changes made. The documents are as follows:

Sample Labels

Labels will be used to identify samples. The label is made of a waterproof material with a water-resistant adhesive. The sample label, to be filled out using waterproof ink, will contain at least the following information: sampler's name, sample number, date, time, location, and preservative used.

Field Log of Daily Activities

A field log will be used to record daily field activities. The project manager is responsible for making sure that a copy of the field log is sent to the project file as soon as each sampling round is completed. Field log entries will include the following:

- o field worker's name;
- o date and time data are entered;
- o location of activity;
- o personnel present on-site;
- o sampling and measurement methods;



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- o total number of samples collected;
- o sample numbers;
- o sample distribution (laboratory);
- o field observations, comments;
- o sample preservation methods used, if any.

Chain-of-Custody (and Analysis Request) Form

The COC form is filled out for groups of samples collected at a given location on a given day. The COC will be filled out in duplicate form, and will accompany, every shipment of samples to the respective analytical laboratories.

One copy will accompany the samples to the analytical laboratory. The second copy will be kept in a QA/QC file. The COC makes provision for documenting sample integrity and the identity of any persons involved in sample transfer. Other information entered on the COC includes:

- o project name and number;
- o project location;
- o sample number;
- o sampler's/recorder's signature;
- o date and time of collection;
- o collection location;
- o sample type;
- o number of sample containers for each sample;
- o analyses requested;
- o results of laboratory's inspection of the condition of each sample and the presence of headspace, upon receipt by the laboratory;
- o inclusive dates of possession;
- o name of person receiving the sample;
- o laboratory sample number;
- o date of sample receipt; and
- o address of analytical laboratory.



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EXHIBIT C
ENVIRONMENTAL FACT SHEET



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SHOREBREEZE SUBDIVISION

A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT



Clarum Corporation

Oct 2002

Site History of the Shorebreeze Property

The Shorebreeze property, like many properties throughout East Palo Alto, was formerly used for agricultural purposes. Shorebreeze was occupied by a nursery until the mid 1980's. The land then remained vacant until the Shorebreeze IV development began construction in 2002.

In anticipation of residential development of the property, the previous owner conducted an environmental investigation to determine if past use of the property resulting in any environmental impacts. Residual amounts of DDT and some minor amounts of other pesticides were discovered in the shallow soil. The investigations showed that the area pesticides was limited to the southeast corner of the property. These pesticides are commonly found in land used for agricultural activities.

Before the development, the City of East Palo Alto approved importing several feet of fill soil onto the property to raise the elevation of the property above the required flood elevation. The soil was analyzed and shown to be clean before it was brought onto the site as fill.

Soil Cleanup Plan

In order to address the residual pesticides in the soil, a Remedial Action Plan was developed and submitted to the Regional Water Quality Control Board (Regional Board) for review and approval.

The cleanup plan called for consolidating and encapsulating the pesticide-impacted soil under the street within the development. The material was to be placed below the level of the utility lines under the street and covered with a geotextile fabric. This assured the pesticide-impacted soil was below the area where workers might need to intrude for servicing utilities. These approaches were common for converting former agricultural pesticide-impacted properties to residential use. The specific tasks completed as part of the Remedial Action Plan included:

- 1) Removing stockpiled clean fill soil at the southeast corner of the property to allow access to the underlying pesticide impacted soil.
- 2) Excavating a trench in a portion of the private street being constructed as part of the development.



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(Continued from page 1)

- 3) Consolidating within the trench the pesticide-impacted soil. Covering it with a geotextile fabric marker and then filling the trench with clean soil. The street would then be paved with asphalt concrete, thereby permanently encapsulating the pesticide soil beneath the street and below the utility zone. This would prevent any exposure of future residents to pesticide-impacted soil.
- 4) Following the cleanup, confirmation soil samples were collected from the excavations and analyzed for pesticides. A completion report documenting the cleanup activities and confirmation sample results was also prepared. Regional Board staff reviewed the completion report to confirm that the cleanup had been successful and the residual levels of pesticides remaining in the soil were well within the cleanup goals.
- 5) Once the cleanup had been completed, a Deed Restriction, Risk Management Plan and this Fact Sheet were developed to ensure the ongoing protectiveness of the cleanup. The Deed Restriction serves to document in the public record that the pesticide-impacted soil is present and to prevent any future incompatible change in the use of the property. The Risk Management Plan sets forth protocols for maintenance and management of the streets to ensure that the soil does not become exposed. It is the responsibility of the Shorebreeze IV Owner's Association to comply with the requirements of the Deed Restriction and Risk Management Plan.

Cleanup Goals

The acceptable cleanup standard for total DDT allowed in residential soil is 1.3 milligrams/kilogram or parts-

per-million (ppm). This is the United States Environmental Protection Agency, Region IX, Preliminary Remediation Goal for soil in a residential development. This cleanup goal is based on a risk of 1 in 1,000,000 additional cancers caused by the pollution. While such a cleanup standard is acceptable, Clarum Homes, the developer of the property, chose to conduct a more intensive procedure by using a cleanup goal that reduced the total residual DDT level to approximately 0.4 ppm. This clean-up reduced the level of residual DDT to approximately one third that required by the United States Environmental Protection Agency. Confirmation samples collected after the clean-up had been completed found that residual concentrations were even lower than 0.4 ppm total DDT, with a maximum being concentration detected of 0.087 ppm total DDT.

Public Disclosure and Responsibilities of Home Owners and the Shorebreeze IV Owner's Association

A Deed Restriction, which includes both a copy of this Fact Sheet as well as the Risk Management Plan has been recorded for the property. The Deed restriction will be used to ensure that the pesticide-impacted soil remains encapsulated beneath the private street and requires that prospective purchasers be given adequate disclosure of the presence of the impacted soil, provide for onsite management of the pesticide soil, and regulate land use within the boundaries of the private street. The Shorebreeze IV Owner's Association is responsible for the long-term management of the pesticide-impacted soil. This will include any associated financial obligations. Pursuant to the **Deed Restriction recorded for the property, all prospective purchasers of any portion of the property must be**

(Continued on page 3)



(Continued from page 2)

given a copy of this Fact Sheet to review and consider, prior to committing to purchase any properties within the development. It is the responsibility of the property owner to provide prospective purchasers a copy of this Fact Sheet, prior to accepting any commitment to purchase.

COMMONLY ASKED QUESTIONS:

Where did the pesticides come from?

The pesticides are a result of agricultural application as part of the former nursery activities on the property.

Why are the pesticides still there?

The DDT found in the shallow soil on the property was banned from use in the early 1970s. When applied, these pesticides bind tightly to the soil particles and remain in the tilling zone, which is usually within the first one to two feet of the ground surface. These pesticides are very stable and do not easily biodegrade. They are also relatively non-soluble in water and do not generally impact groundwater.

How could a person be exposed to these pesticides?

The ways in which a person could potentially be exposed to the residual pesticides in the soil:

Eating and/or swallowing the soil,

Inhaling dust particles of the soil,

Absorbing the soil through the skin,

Eating *unwashed* fruits and vegetables grown in the contaminated soil.

The level of pesticides, which will remain under the residential portions of the property, is far less than the level found acceptable to the United States Environmental Protection Agency, Region IX. This low level

should not pose a significant health risk to any of the residents. The pesticides buried under the street have no pathway to expose future residents, unless they are disturbed by excavation. As the pesticide-impacted soil has been placed beneath the utility zone in the street, there should be no reason to disturb it. Should, in the rare case, the need arise to intrude into the impacted soil, a Risk Management Plan has been developed to ensure health and safety protection for both construction workers and residents of the development.

For More Information

Copies of the environmental reports generated have been retained by the Shorebreeze IV Owner's Association. You may review these documents. Should you have any additional questions, you may contact:

Regional Water Quality Control Board, San Francisco Bay Region, 1515 Clay Street, Oakland, CA 94162, tel (510) 622-2300. Please reference File No. 41S0152.

You may also contact Clarum Homes, P.O. Box 60088, Palo Alto CA 94306, tel (650) 322-7069.



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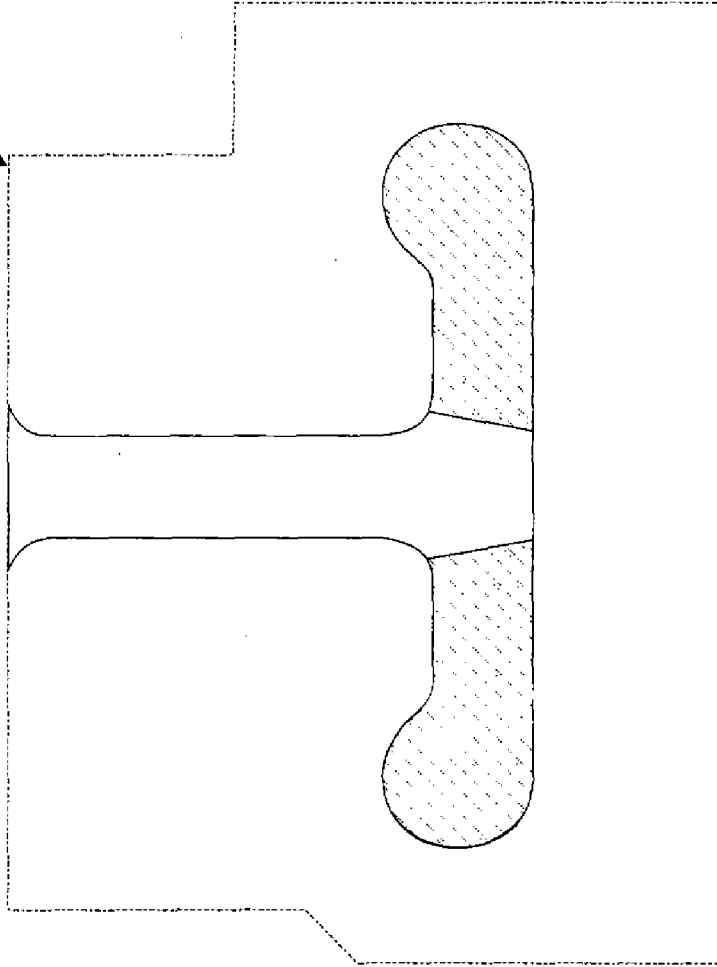
EXHIBIT D
AREA OF ENCAPSULATION MAP



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Approximate
Property Line

BEECH STREET



EXPLANATION:



Encapsulation
Area

Scale: 1" = ± 75'

October 2002

AREA OF ENCAPSULATION

1200 Beech Street, East Palo Alto, California

Figure 2

Project 2030



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